

REMARKS

Claims 1-17 are pending in this application. By this Amendment, claims 1-6 and 8-15 are amended, and new claims 16 and 17 are added. The amendments to claim 1 are supported in the application as originally filed in at least page 3, lines 2-7; page 7, lines 9-11; and page 18, lines 12-15. New claims 16 and 17 are supported in at least page 1, lines 18-21. The remaining amendments are made for reasons of form only. No new matter is added. In view of at least the following remarks, reconsideration and allowance are respectfully requested.

The courtesies extended to Applicant's representative by Examiner McClain and Examiner Mackey at the interview held August 7 are appreciated. The reasons presented at the interview as warranting favorable action are incorporated into the remarks below and constitute Applicants' record of the interview.

I. Objections

The Office Action objects to the Abstract of the Disclosure as including reference numbers that are not in parentheses. By this Amendment, the Abstract is amended to remove all reference numbers. Accordingly, the objection to the specification is believed to be obviated.

Claims 1, 4, 8-12 and 15 are objected to as containing various informalities. For example, the phrase "so that" is objected to and the use of inconsistent verb tense is objected to. Responsive to the suggestions in the Office Action, the claims have been amended to correct the informalities. Accordingly, the objections to the claims are believed to be obviated.

II. Rejections Under 35 U.S.C. §112

The Office Action rejects claims 1-15 under 35 U.S.C. §112, second paragraph, as being indefinite. This rejection is respectfully traversed.

The Office Action rejects claim 1 reasoning that the phrases "being closed" and "the sheet package is not used" are unclear. These rejections are obviated by the above amendments.

The Office Action rejects claim 2 asserting that the words "again" and "other side" are unclear. Here also, this rejection is obviated by the above amendments.

The Office Action rejects claim 3 asserting that the phrases "mint condition" and "cutoff" are unclear. Claim 3 has been amended above for clarity.

The Office Action rejects claim 4 asserting that the phrasing and punctuation are not clear. Claim 4 has been amended for clarity and is believed to be sufficiently clear.

The Office Action rejects claim 7 reasoning that the phrase "tongue part" does not contain antecedent basis. Claim 7 depends from claim 6, which has been amended above to ultimately depend from claim 4. Claim 4 contains antecedent basis for the phrase "tongue part."

Claim 10 is rejected as having insufficient antecedent basis for the phrases "base side" and "part of the sheets." With respect to the phrase "base side" Applicants have amended claim 10 for clarity and to provide sufficient antecedent basis. Claim 10 is amended such that it recites a "side of the package member that include the base." With respect to the phrase "part of the sheets," Applicants submit that this phrase has sufficient antecedent basis inasmuch as the sheets inherently include parts.

The Office Action objects to claim 15 asserting that it is unclear which portion includes the indicator part. Claim 15 has been amended for clarity and to clearly indicate that the package member includes the recited indicator part.

In view of the foregoing, reconsideration and withdrawal of the §112 rejections are respectfully requested.

III. Rejections Under 35 U.S.C. §102

A. JP 48-104334

The Office Action rejects claims 1-12 under 35 U.S.C. §102(b) as being anticipated by Japanese Patent No. 48-104334 ("JP 48"). This rejection is respectfully traversed.

As discussed during the interview, JP 48 does not anticipate the pending claims because it fails to disclose a package having a recloseable flap that can be folded between an open and closed state, where the package includes a fastening member to fasten the flap in a closed state, as is recited in claim 1. The Office Action rejects claim 1 over JP 48 asserting that (referring to the figures in JP 48) it discloses a package member having flap part (3) which covers a portion of the sheets, or that alternatively, portion 5 is capable of being placed over the sheets to cover them entirely. The Examiner further argued in the August 7 interview that flap part (3) in JP 48 could be fastened to the package with glue, adhesive, or similar.

JP 48 does not disclose, however, a package member having a recloseable flap and a fastening member such that the flap can be moved between an open and closed state and fastened in a closed state by a fastening member that is part of the package. As can be seen in Fig. 2 of JP 48, the package member includes a breakaway portion (5) which appears to be removed and discarded. It is apparent that the package member in JP 48 does not include structure to connect the loose end of the flap part (3) with any other part of the package. Independent claim 10 recites similar features as those referred to in connection with claim 1. Thus, for at least this reason, independent claims 1 and 10 are patentable over JP 48.

Claims 2-9, 11 and 12 depend from one of independent claims 1 and 10 and are therefore also patentable over JP 48 for at least the reasons enumerated above, as well as for the additional features they recite.

For example, claim 5 recites that the package member includes a first cut to which the folded portion of the package can be engaged. On this point, the Office Action appears to cite an edge portion of item (3) in Fig. 2. See, e.g., Office Action at page 8. The Office Action further states that portion (3) of the package member "can be engaged" with the edge since portion (5) is capable of moving up or attaching to portion (3) at the edge. However, the Office Action does not point to any "cut" portion of the package member. Additionally, in any event, the portion cited by the Office Action does not refer to structure that can engage the flap portion such that it is fixable in an open state. Claim 6 similarly recites that the package member includes a second cut to which the folded portion may be engaged to fix the flap in a closed state. Here also, JP 48 does not disclose any structure for fixing a flap in a closed state.

Claim 8 recites that the package is configured so that a plurality of packages can be "connected together in an aligned state by inserting part of the package member of one sheet package into the first cut of another sheet package." This feature is clearly not disclosed in JP 48, and the configuration suggested in the Office Action is pure conjecture. For example, while the Office Action suggests that portion (5) of the package member may be inserted halfway into two packages, there is no indication that this would result in a connection where both packages are aligned.

For the foregoing reasons, reconsideration and withdrawal of the rejections of claims 1-12 are respectfully requested.

B. Medoff

The Office Action rejects claims 1-11 under 35 U.S.C. §102(b) as being anticipated by U.S. Patent No. 1,883,852 to Medoff ("Medoff"). This rejection is respectfully traversed.

Medoff relates to a facial tissue container. The Office Action rejects claims 1-11 over Medoff reasoning that the use of the claimed sheet package in a printer is merely an intended use, and that Medoff is "capable of being set in a printer."

As discussed during the interview, claim 1 is not anticipated by Medoff because it recites that the sheet package is "configured for use in a printer" and that the sheets are "print mediums for a printer." Accordingly, Medoff does not anticipate claim 1 because it relates to a container for facial tissue, and is not disclosed as being configured for use in any type of printer. Facial tissue would not be considered print mediums for a printer under any reasonable interpretation of the claim language.

Claims 2-9 depend from claim 1 and therefore are also not anticipated by Medoff for at least the reasons enumerated above, as well as for the additional features they recite.

Medoff also fails to anticipate independent claim 10, because claim 10 recites that the sheets are "suitable as print mediums for a printer." Accordingly, the facial/cleansing tissue disclosed in Medoff would not be considered suitable as a print medium by a person of ordinary skill in the art under any reasonable interpretation of the claims. Thus, for at least this reason, claim 10 is not anticipated by Medoff.

Claim 11 depends from claim 10 and is therefore also not anticipated by Medoff for at least the reasons enumerated above, as well as for the additional features it recites.

C. Ishiduka

The Office Action rejects claim 15 under 35 U.S.C. §102(b) as being anticipated by U.S. Patent No. 6,217,019 to Ishiduka et al. ("Ishiduka"). This rejection is respectfully traversed. Ishiduka does not anticipate claim 15 because it fails to disclose at least a "recloseable flap member that can be folded between an open and closed state, wherein the package includes a fastening member to fasten the flap in a closed state where the flap covers

a part of the sheets, and wherein the flap may be folded in an open state where the flap exposes said part of the sheets."

Referring to Figs. 3A-4C of Ishiduka, the outer casing 20 and inner casing 21 used in Ishiduka do not have recloseable flaps or fastening members used to fasten the flap in a closed state. Thus, Ishiduka fails to disclose or suggest the features of claim 15.

IV. Rejections Under 35 U.S.C. §103

The Office Action rejects claim 13 under 35 U.S.C. §103(a) as being unpatentable over Medoff; and rejects claim 14 under 35 U.S.C. §103(a) as being unpatentable over JP 48 in view of Medoff. These rejections are respectfully traversed.

Claims 13 and 14 depend from claim 10 and are therefore patentable over both of JP 48 and Medoff for at least the reasons enumerated above, as well as for the additional features they recite.

For example, regarding claim 13, the Office Action states that although Medoff does not disclose a cut for fixing the flap in an open state, that it would be obvious to "modify Medoff to have a cut provided in the base for the flap part in the open state for the purpose of eliminating the need for adhesive." However, Medoff does not disclose the need for a package that is fixed in an open state because it relates to a tissue container. Furthermore, it does even appear to disclose the use of adhesive to maintain the package in an open state, in any event.

V. New Claims

New claims 16 and 17 depend from claim 1 and 10, respectively and recite that the sheets are heat-sensitive sheets. As stated in the pending application, heat sensitive sheets are particularly useful in printers that accommodate printing sheets in a printing package because, for example, the direction of the sheets may be preset so that the print surfaces all face towards a given direction. See, e.g., pending application at page 13, line 25 through page 14,

line 3. Neither of Medoff or JP 48 teach or suggest to use heat-sensitive printing sheets.

Thus, for at least this reason, claims 16 and 17 are also believed patentable over the applied references.

VI. Conclusion

In view of at least the foregoing, it is respectfully submitted that this application is in condition for allowance. Favorable reconsideration and prompt allowance of claims 1-17 are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact the undersigned at the telephone number set forth below.

Respectfully submitted,



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